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JEFF HATCH-MILLER <sup>2008</sup> SEP 26 P 4: 30  
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Arizona Corporation Commission  
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SEP 26 2008



IN THE MATTER OF THE PETITION OF  
ESCHELON TELECOM OF ARIZONA, INC.  
FOR ARBITRATION WITH QWEST  
CORPORATION, PURSUANT TO 47 U.S.C.  
SECTION 252 OF THE FEDERAL  
TELECOMMUNICATIONS ACT OF 1996

DOCKET Nos. T-03406A-06-0572  
T-01051B-06-0572

QWEST CORPORATION'S  
RESPONSE MEMORANDUM  
ADDRESSING THE PARTIES'  
COMPETING PROPOSALS  
RELATING TO ISSUE 9-59, REPAIR  
AND MAINTENANCE OF  
COMMINGLED EELS

Pursuant to the schedule that the Administrative Law Judge set in the Procedural Conference on September 4, 2008, Qwest Corporation ("Qwest") submits this response memorandum relating to Qwest's and Eschelon Telecom's ("Eschelon") competing proposals relating to Issue 9-59, repair and maintenance of commingled EELs.

In a continuing effort to narrow the parties' differences relating to this issue, Qwest considered Eschelon's comments in its opening brief and further refined its proposal based on those comments. Qwest's updated proposal is attached ("Attachment 1"). While significant differences remain, Qwest's updated proposal harmonizes the parties' proposed language in several respects and thereby brings the remaining differences sharply into focus. The primary

1 remaining area of dispute is whether the ICA should include separate repair intervals for the  
2 UNE and non-UNE component of a commingled EEL (as Qwest advocates) or whether there  
3 should be a single interval for both components (as Eschelon advocates). Qwest addresses this  
4 issue below, along with one other issue raised by the parties' proposals.

5 As Qwest described in its opening brief, the Arbitration Order requires that these disputes  
6 be resolved consistently with the repair process that Qwest presented in its testimony in the  
7 arbitration proceeding. This requirement stems from the Commission's ruling that the ICA must  
8 include "language that incorporates *Qwest's repair proposal*" for commingled EELs. Arbitration  
9 Order at 67 (emphasis added). That ruling is premised upon the Commission's determination  
10 that Qwest's proposal – as opposed to Eschelon's – "seems the most efficient given existing  
11 operations systems." *Id.* Accordingly, it is clear that the remaining disputes must be resolved by  
12 determining which party's proposed language most closely reflects the repair process described  
13 in Qwest's testimony – specifically, the testimony of Karen Stewart.

#### 14 **Separate Repair Intervals for Each Circuit**

15 With regard to the issue of the time interval for repairing each circuit of a commingled  
16 EEL, the process described in Ms. Stewart's plainly requires a separate repair time clock for each  
17 circuit. Specifically, in describing the process in her direct testimony, Ms. Stewart stated that  
18 "the repair clock for quality service measurements will start and end with the opening and  
19 closing of the ticket associated with the *specific circuit*." The use of the singular – a "specific  
20 circuit" – clearly means that each circuit will have its own, unique repair clock. If Qwest had  
21 intended to have just one repair clock for both circuits, Ms. Stewart would have made that clear  
22 by stating that a single repair clock will apply to both circuits. But, instead, her testimony  
23 recognizes that it may be necessary to open a trouble ticket for each circuit and, when that  
24 occurs, the repair clock for each "specific circuit" will begin and end with the opening and  
25 closing of each ticket.

26 There is not a mention anywhere in Ms. Stewart's testimony of Eschelon's revisionist

1 assertion that the process Qwest proposed calls for just one repair clock for both circuits. That  
2 would not be consistent with Qwest's current processes and, accordingly, the concept is not in  
3 Ms. Stewart's testimony. In its brief, Eschelon attempts improperly to relitigate whether there  
4 should be separate repair clocks for each circuit, presenting argument on the merits of the issue.  
5 However, the Commission has already decided the merits, and it did so by adopting Qwest's  
6 repair process. That process, as described by Ms. Stewart, establishes separate repair clocks for  
7 each "specific circuit." Eschelon's proposal for a single clock for both circuits has no support in  
8 the Board's Order and represents an improper attempt to circumvent the order.

9 Moreover, it is telling that the language Eschelon presented in the arbitration and that Ms.  
10 Stewart and Qwest responded to in the arbitration did not even contain the concept of a single  
11 repair clock. That language is as follows:

12 9.23.4.7 Maintenance and Repair for UNE Component of Commingled EELs

13 9.23.4.7.1 When CLEC reports a trouble through any of the means  
14 described in Section 12.4.2.2, so long as Qwest provides more than one  
15 circuit ID per Commingled EEL, CLEC may provide all circuit IDs  
16 associated with the Commingled EEL in a single trouble report (i.e.,  
17 Qwest shall not require CLEC to submit separate and/or consecutive  
18 trouble reports for the different circuit IDs associated with the single  
19 Commingled EEL). If CLEC is using CEMR to submit the trouble report,  
20 for example, CLEC may report one circuit ID and include the other  
21 circuit ID in the remarks section (unless the Parties agree to a  
22 different method). Qwest will communicate a single trouble report  
23 tracking number (i.e., the "ticket" number) (described in Section  
24 12.1.3.3.3.1.1) for the Commingled EEL to CLEC at the time the trouble  
25 is reported.

21 9.23.4.7.1.1 If any circuit ID is missing from any Customer Service  
22 Record associated with the Commingled EEL, Qwest will provide the  
23 circuit ID information to CLEC at the time CLEC submits the trouble  
24 report.

24 9.23.4.7.1.2 Qwest may charge a single Maintenance of Service or  
25 Trouble Isolation Charge (sometimes referred to as "No Trouble Found"  
26 charge) only if Qwest dispatches and no trouble is found on both  
circuits associated with the Commingled EEL. If CLEC may charge Qwest

1 pursuant to Section 12.4.1.8, CLEC may also charge only a single charge  
2 for both circuits associated with the Commingled EEL.

3 Nowhere in this language is there mention of the concept Eschelon is now proposing.  
4 The proposal is improper and should be rejected.

#### 5 **The Need to Open a Second Repair Ticket**

6 In Qwest's proposed Section 9.23.4.7.2.4, it has included language establishing that if the  
7 trouble is isolated to the second commingled circuit, Qwest will "open a second trouble report"  
8 and repair the trouble. Qwest has included this language at Eschelon's request. Although the  
9 process outlined in Ms. Stewart's testimony establishes that it may be the Eschelon's  
10 responsibility to open the second report, Eschelon has stated that it prefers that Qwest always  
11 open the second ticket instead of Eschelon. Qwest has accommodated that request by  
12 eliminating language that would have Eschelon open the second ticket. However, as described in  
13 Ms. Stewart's testimony, if Qwest opens the second ticket, it will be done manually and the ticket  
14 therefore will not have the benefits of a ticket that ESchelon could have opened electronically.  
15 See Stewart Direct at 80 ("If the Qwest technician opens the ticket, it will be a manual ticket and  
16 not contain the bonded automated trouble ticket advantages."). Qwest's proposal recognizes that  
17 in this circumstance, the ticket it opens will be manual. See Qwest's proposed Section  
18 9.23.4.7.2.3. By contrast, Eschelon's proposal does not recognize this aspect of Qwest's process.  
19 Because Qwest's proposal on this issue is consistent with Ms. Stewart's testimony, it should be  
20 adopted.

21 Relatedly, Eschelon's proposed Section 9.23.4.7.2.3 fails even to recognize that a second  
22 ticket will have to be opened if no trouble is found on the first circuit. For this additional reason,  
23 ESchelon's proposal should be rejected. Finally, Qwest's proposed Section 9.23.4.7.2.1.2  
24 provides that if ESchelon does not provide Qwest with the circuit ID of the second circuit, Qwest  
25 will not be able to open a second trouble report. From a systems perspective, that is an  
26 indisputable fact; it should be recognized in the ICA so that Eschelon has the proper incentive

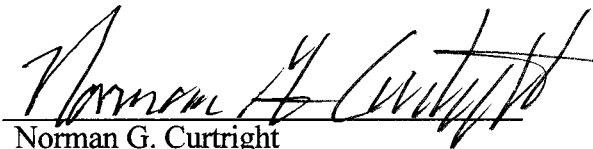
1 and obligation to provide the second circuit ID.

2 Accordingly, the Commission should Qwest's proposal for the reasons set forth herein.

3  
4 RESPECTFULLY SUBMITTED this 26th day of September, 2008.

5 QWEST CORPORATION

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18 Copy of the foregoing hand-delivered  
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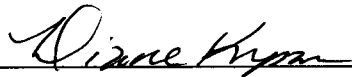
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# **ATTACHMENT 1**

9.23.4.7 Maintenance and Repair for UNE Component for Point-to-Point  
Commingled EELs (Point A Point B, with no mux)

9.23.4.7.1 For trouble screening, isolation, and testing, for both circuits identified by  
CLEC in a Point-to-Point Commingled EEL, see Section 12.4.1.

9.23.4.7.2 For trouble reporting, for both circuits identified by CLEC in a Point-to-  
Point Commingled EEL, see Section 12.4.2.2

9.23.4.7.2.1.1 Qwest recognizes CLEC does not always have the ability to  
isolate trouble to the specific circuit when Commingling  
two circuits of the same bandwidth.

9.23.4.7.2.1.2 If CLEC believes it has the ability to  
isolate trouble to a specific circuit, CLEC will  
identify that circuit as the one it believes has the  
trouble, and will also provide the other circuit ID. If  
CLEC does not provide the circuit ID of the second  
circuit, Qwest will be unable to open a second  
trouble report and therefore will not do so

9.23.4.7.2.1.2.1 If CLEC is using CEMR to submit  
the trouble report, for example,  
CLEC will include the other circuit  
ID in the remarks section

9.23.4.7.2.2 If trouble is found in the Qwest network on the first circuit identified by  
CLEC in its trouble report, Qwest will repair the trouble. A second trouble report will  
not be required if the trouble is found in the Qwest network on the first circuit identified  
by CLEC in its trouble report

9.23.4.7.2.3 If no trouble is found on the first circuit and CLEC has provided a second  
circuit ID and its test results in its trouble report, Qwest will test the second circuit.  
Qwest will open a manual trouble report in that instance.

9.23.4.7.2.4 If the trouble is isolated to the Qwest network on the second Commingled  
circuit, Qwest will open a second trouble report repair the trouble. Qwest will contact  
CLEC with the trouble ticket number.

9.23.4.7.2.5 Qwest will assign and provide disposition codes as described in Section  
12.4.4.



9.23.4.7.3 If Qwest dispatches and no trouble is found on either circuit associated with the Commingled EEL, Qwest may charge only one Maintenance of Service or Trouble Isolation Charge for the Commingled EEL

9.23.4.7.3.1 No Maintenance of Service or Trouble Isolation Charge will apply if the trouble is in the Qwest network

9.23.4.7.4 Although there may be two trouble reports, no time delay will result because Qwest will use the testing information from the first report to begin the repair process for the second report. Qwest will open the second trouble report without delay.

9.23.4.7.4.1 Because Commingled EELs are comprised of two different circuits, the time for quality service measurement will start and end with the opening and closing of the ticket associated with the specific circuit.